IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.56 OF 2006

IN

SUMMARY SUIT NO.3493 OF 2005

Rasiklal Amrutlal Shah. ...Plaintiff

vs.

M/s.Bhartiya Parivahan And anr. ...Defendants.

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Mr.R.L.Dharia, for Plaintiff.

Ms.K.G.Parmar, for Defendants.

**CORAM: D.K.DESHMUKH,J.**

**DATED: 13th June, 2006.**

**P.C.**:-

By consent of parties, the summons for judgment is disposed of in the following terms:

1. In case the defendants deposit an amount of Rs.2,00,000/- (Rupees Two lakhs only) with due intimation to the plaintiff within a period of Eight weeks from today, leave to defend shall stand granted to the defendants. In that event the defendants shall

file written statement within a period of Eight weeks from the date of deposit.

2. In case the amount is deposited, the Prothonotary & Senior Master of this Court shall permit the plaintiff to withdraw the amount on furnishing bank guarantee to the satisfaction of the Prothonotary and Senior Master of this Court and filing an undertaking undertaking therein to re-deposit the amount if so directed by this Court and on such terms and conditions as may be directed by this Court, further undertaking that in the event of plaintiff being required to re-deposit the amount, the rate of interest shall not be less than 18% per annum. The withdrawal be permitted within a period of Eight weeks from the date of deposit.

3. If the amount is not withdrawn within the aforesaid period by furnishing bank guarantee, the Prothonotary and Senior Master of this Court shall invest that amount in fixed deposit in a nationalised bank.

4. In case the defendants fails to deposit the amount within the aforesaid period, this summons for judgment shall stand granted and the suit shall stand decreed in terms of prayer clause of the suit. In that event, Court fee be refunded as per rules.

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